

# WESTCHESTER COMPANY, INC.

July 15, 2005

Board of Selectmen  
Town of Acton  
472 Main Street  
Acton, MA 01720

Re: Blanchard Place LIP – 139 Prospect Street

We seek your support for the enclosed 12 unit LIP, Blanchard Place. The proposal calls for 9 market rate and three affordable units to be constructed on 2.9 acres of land. The area is zoned for the affordable sub-district B and is adjacent to Kelley's Corner, a designated CDC area. It is also noted in the EO 418, To Live in Acton, as appropriate for moderate density housing.

We when came before you in March we had just started seeking input from the various town departments. Since then we have had multiple meetings with ACHC including two meetings with the abutters. We have received an Order of Conditions for the project under the State Wetlands Act from the Conservation Commission.

We are seeking contributions from the Town by way of relief from some zoning requirements, relief from total compliance with the local wetlands bylaw, and either a waiver of sewer betterment fees for the three affordable units or cash contribution to cover them.

We would ask your vote of support this evening so we can proceed to the State with our application.

Thank you for your consideration.

Sincerely,



Stephan Marsh  
Westchester Company, Inc.

411 Massachusetts Avenue, Suite 304  
PO BOX 672  
Acton, MA 01720-0672

PHONE (978) 263-0428  
FAX (978) 263-0447

# ***Local Initiative Program***



## **Application for Comprehensive Permit Projects**

10/1/03



Department of Housing & Community Development  
100 Cambridge St., Suite 300 - Boston, MA 02114 - 617-573-1359

Department of Housing & Community Development

***Local Initiative Program***

**Application for Comprehensive Permit Projects**

**GENERAL INFORMATION**

1. Community: Acton, MA
2. Name of Development: Blanchard Place
3. Site Address: 139 Prospect Street, Acton, MA
4. Developer: Blanchard Place, LLC
5. Municipal Project Contact: Roland Bartl
6. Title: Town Planner
7. Address: 472 Main Street, Acton, MA 01720
8. Phone: 978-264-9636 Fax: 978-264-9630
10. Email: rbartl@acton-ma.gov

11. Type of Housing:

☐ Fee Simple  
☒ Condominium

☐ Rental  
☐ Age Restricted

12. Project Characteristics:

☒ New Construction  
☐ Rehabilitation

☐ Conversion  
☐ Other

13. Total Acres 2.9 Density of Project (units/acre) 4.1

Note on Density: Under current zoning through a special permit 5 units per acre are allowed.

14. Are there wetlands on the site? ☒ Yes ☐ No

15. Unit Count:

Total Number of Units 12 Affordable 3 Market 9

16. Unit Prices/Rents:

Market Rate \$540,000 avg price for 3 bdrm/ \$450,000 avg price for 2 bdrm

Affordable \$159,900 for 3 bdrm/ 145,000 for 2 bdrm

17. Required Signatures:

\_\_\_\_\_  
Chief Elected Official of Municipality

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Local Housing Partnership

\_\_\_\_\_  
Date

## Municipal Contact Information ~ Other than Project Contact

### 1. Chief Elected Official

Name Peter Ashton, Chairman, Board of Selectman

Address 472 Main Street, Acton, MA 01720

Phone 978-264-9612 Fax 978-264-9630

Email bos@acton-ma.gov

### 2. Town Administrator/Manager

Name Don P Johnson, Manager

Address 472 Main Street, Acton, MA 01720

Phone 978-264-9612 Fax 978-264-9630

Email djohnson@acton-ma.gov

### 3. City/Town Planner (if any)

Name Roland Bartl

Address 472 Main Street, Acton, MA 01720

Phone 978-264-9636 Fax 978-264-9630

Email rbartl@acton-ma.gov

### 4. Chairman, Zoning Board of Appeals

Name Jonathan Wagner

Address 472 Main Street, Acton, MA 01720

Phone 978-264-9632 Fax 978-264-9630

Email boa@acton-ma.gov

### 5. Chairman, Local Housing Partnership (if any)

Name Nancy Tavernier, Chairman, Acton Community Housing Corporation

Address 472 Main Street, Acton, MA 01720

Phone 978-263-9611 Fax none

Email achc@acton-ma.gov

## Community Support

1. Letter of Support from Municipality

*Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.*

2. Letter of Support from Local Housing Partnership

*If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.*

3. Local Contributions

*Check off all that apply and provide a brief description at the end.*

- ☐ Land donation (dollar value\_\_\_\_\_)
- ☐ Building donation (dollar value\_\_\_\_\_)
- ☐ Marketing assistance
- ☐ Other work by local staff
- ☐ Density increase
- ☒ Waiver of permit fees
- ☒ Other regulatory or administrative relief (specify)  
Zoning, set backs and special permit requirement and local wetlands setbacks.
- ☐ Local funds (cash)  
Amount \$N/A\_\_\_\_\_
- ☐ Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- ☐ Other (specify)  
N/A

Briefly explain the contributions:

\* Waiver of Sewer betterment fee on the 3 affordable units.

4. Conformance with Local Plans

*If applicable, briefly describe how the project fits with any planning the community has done (e.g. master plan, EO 418 housing strategy or CD Plan, affordable housing plan).*

This project is located between Kelly's Corner and West Acton Village. Both areas are designated as growth areas under the town's master plan, "Smart Growth". The subject site is specifically zoned for growth under a special permit known as "Affordable Sub-District B", which allows for higher density per acre in exchange for affordable units. In the town's To Live in Acton report done for EO 418, this site is specifically designated for a moderate density development. The design of the buildings has been done to meet that plan as well.

## The Site

### 1. Site Characteristics

*Describe the site and note the presence of any development constraints such as wetlands or ledges. If there are any unusual site conditions, explain them here.*

The lot has a slight slope. The majority of the lot is a clear field. There is one outcrop of ledge. This condition appears isolated and should have minimal impact if any on the project. There are approximately one acre of wetlands on the property. The development will meet all state regulations relative to the State Wetland Protection Act and has a current Order of Conditions.

2. Describe the current and prior uses of the site. If there are any existing buildings, explain what will be done with them. The current use of the property is a vacant single family dwelling with a detached garage. Prior uses include an access way and pasture land. The existing buildings will be demolished.

3. Is the site or any building on the site listed, nominated, or eligible for listing on the National or State Register of Historic Places? ☐ Yes ☒ No

4. Is the site located in or adjacent to an historic district? ☐ Yes ☒ No

### 5. Acreage

Acreage on site	<u>+/- 2.90</u>
Total buildable acreage	<u>+/- 1.85</u>

### 6. Site Control

☐ Developer owns the site. *Attach a copy of the deed.*

☒ Developer holds a Purchase and Sale agreement or option on the site. *Attach a copy of the P&S or option.*

### 7. Value of Land

*Attach verification of the value of the land either through the last arms-length transaction if the transaction occurred within the last three (3) years or through a current appraisal by a licensed appraiser showing the value of the land **under by-right zoning**.*

### 8. Available Utilities & Infrastructure

☒ Public water

☐ Private well

☒ Public streets

☐ Private streets

☒ Public sewer

☐ Private sewer

☐ Septic system

☐ On-site package treatment or alternative

9. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service. The site is located within 3/4's of a mile from the regular commuter rail service to Boston's North Station.

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. 289 Main Street, Exxon and 421 Mass Avenue, A-Plus Sunoco are 21E sites, per the Acton Board of Health.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing.

☐ Yes

☒ No

12. Current Zoning

Zoning classification

Residential with Affordable Overlay

Usage allowed

Residential

Units per acre allowed

2 units per acre / overlay 5 units per acre

13. Has the municipality denied a permit on another proposal for this site within the last 12 months?

☐ Yes

☒ No

14. What waivers will you be requesting under the comprehensive permit?

Zoning waiver of special permit for Affordable District B. Local Wetland bylaw setbacks,

### **Surrounding Neighborhood & Community**

1. Describe the land uses in the surrounding neighborhood. Mixed (Single family and multifamily; religious, educational and commercial)

2. What is the prevailing zoning in the surrounding neighborhood? Residential

3. Describe nearby amenities and services such as shopping or recreation. Schools, Shopping, Restaurants, Convenience Stores, Professional Services, Lawyers, Doctors, Dentists, Churches, Public Transportation, Banks and Conservation Land/ Recreation Land, Drug Store, Supermarket, Hair Salon Dry Cleaner, Bowling Alley.

4. Is the site close to other affordable housing units? If so, provide the distance. Yes, approximately 1/4 mile (Crossroads Condominium) 12 units.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development), if at all. Due to the mixed use

and proximity of many amenities this project is well suited and complies with many of the smart growth principles. This is a concentrated development with good access by bicycle or foot.

## The Project

1. Type of Project Total number of units

Fee simple	_____
Condo	<u>12</u>
Rental	_____
Other	_____

2. Project Style Total number of units

Detached single-family	_____
Rowhouse/townhouse	<u>12</u>
Duplex	_____
Multifamily house (3+ family)	_____
Apartment building	_____
Other (specify)	_____

3. If there will be multiple buildings, will they follow smart growth design (e.g. cluster)? Explain. Yes, the buildings will be clustered. See attached, items 1,2,3,4,5,6,7,8,9,&10 all ten items of SMART GROWTH principles apply in varying degrees.

4. Unit Mix	Number	Percentage of Total
Affordable (see Instructions)	<u>3</u>	<u>25%</u>
Market Rate	<u>9</u>	<u>75%</u>
Handicapped Accessible	_____	_____
Other (see Instructions)	_____	_____
Total Units	<u>12</u>	<u>100%</u>

5. Will the project meet Energy Star Standards? If so, describe. Yes, Energy Star appliances will be used.

6. Estimate the percentage of the site used for:

Buildings <u>30%</u>	Parking & Paved Areas <u>15%</u>
Usable Open Space <u>30%</u>	Unusable Open Space <u>25%</u>

7. Development Schedule

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	Total by type
Number of affordable units	<u>3</u>			
Number of market units	<u>9</u>			
Total by phase	<u>12</u>			

Please complete the following chart with the appropriate projected dates:

All permits granted	<u>11/05</u>		
Construction start	<u>11/05</u>		
Marketing start - affordable units	<u>3/06</u>		
Marketing start - market units	<u>3/06</u>		
Construction completed Phase 1	<u>07/06</u>		
Initial occupancy	<u>07/06</u>		

8. If any public funds will be used to develop this project, please indicate the source, the amount, and the use. N/A

9. Local tax rate per thousand: \$13.81

10. Will all features and amenities available to market buyers also be available to affordable buyers? If not, explain the differences. Yes.

11. Unit Composition ~ Ownership Projects Only\*

*Complete the chart below. Include a separate entry for each unit type according to its square footage and/or sales price.*

Type of Unit	# of Units	# of Bedrooms	# of Baths	Gross Sq. Ft.	# Parking Spaces	Sales Price	Condo Fee	Handicapped Accessible?
Affordable	2	3	2.5	2600	3	159,900.00	TBD	<input type="checkbox"/>
	1	2	2.5	1672	3	145,000.00	TBD	<input type="checkbox"/>
								<input type="checkbox"/>
Market	1	2	2.5	1672	3	450,000.00 avg	TBD	<input type="checkbox"/>
	7	3	2.5	2600	3	540,000.00 avg	TBD	<input type="checkbox"/>
	1	3	2.5	2000	3	540,000.00 avg	TBD	<input type="checkbox"/>
Other								<input type="checkbox"/>
								<input type="checkbox"/>
								<input type="checkbox"/>

\*For rental projects, please fill out the Unit Composition section of the One Stop Application. Contact DHCD for assistance.

## Design and Construction

### 1. Drawings

*Please submit two copies of all drawings. Preliminary drawings must be stamped and signed by a registered architect or engineer. Drawings should not be larger than 30" x 42" and must be folded into 8 1/2" X 11".*

#### Cover sheet showing written tabulation of:

- ☒ Proposed buildings by design, ownership type, and size
- ☒ Dwelling unit distribution by floor, size, and bedroom/bath number
- ☒ Square footage breakdown of commercial, residential, community, and other usage in the buildings
- ☒ Number of parking spaces

#### Site plan showing:

- ☒ Lot lines, streets, and existing buildings
- ☒ Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- ☒ Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- ☒ Wetlands, contours, ledge, and other environmental constraints
- ☒ Identification of affordable units
- ☒ Sidewalks and recreational paths
- ☒ Site improvements, including landscaping

#### Utilities plan showing:

- ☒ Existing and proposed locations and types of sewage, water, drainage facilities, etc.

#### Graphic depiction of the design showing:

- ☒ Typical building plan
- ☒ Typical unit plan for each unit type with square footage tabulation
- ☒ Elevation, section, perspective, or photograph
- ☒ Typical wall section

## 2. Construction Information

<b><u>Foundations</u></b>	<b><u># Mkt Units</u></b>	<b><u># Affordable Units</u></b>	<b><u>Attic</u></b>	<b><u># Mkt Units</u></b>	<b><u># Affordable Units</u></b>
Slab on Grade	<u>9</u>	<u>3</u>	Unfinished	<u>3</u>	<u>1</u>
Crawl Space	_____	_____	Finished	<u>6</u>	<u>2</u>
Full Basement	_____	_____	Other	_____	_____

<b><u>Exterior Finish</u></b>	<b><u># Mkt Units</u></b>	<b><u># Affordable Units</u></b>	<b><u>Parking</u></b>	<b><u># Mkt Units</u></b>	<b><u># Affordable Units</u></b>
Wood	<u>9</u>	<u>3</u>	Outdoor	<u>9</u>	<u>3</u>
Vinyl	<u>9</u>	<u>3</u>	Covered	_____	_____
Brick	<u>9</u>	<u>3</u>	Garage	<u>9</u>	<u>3</u>
Fiber Cement	_____	_____	Bicycle	_____	_____
Other	_____	_____			

### **Heating System**

Fuel: ☐ Oil ☒ Gas ☐ Electric ☐ Other

Distribution method (air, water, steam, etc.): Air. \* Air conditioning included

### **Energy Efficient Materials**

Describe any energy efficient or sustainable materials used in construction: Energy efficient gas fired furnaces, with energy efficient windows.

### **Non-Residential Space**

Describe any non-residential construction on the site, e.g. office space, clubhouse, commercial space, etc. A small play area located to the rear, a walkway to schools, shopping.

### **Modular Construction**

If modular construction will be used, explain here. N/A

Project Feasibility ~ LIP Ownership Project  
 BLANCHARD PLACE ACTON, MA  
 TWELVE TOWNHOUSES  
 July 15, 2005

1. Ownership Pro Forma

	<i>Total Costs</i>	<i>Per Home (12 Homes)</i>	<i>Per Square Foot</i>	<i>% of TDC</i>
<b>(a) Site Acquisition</b>	<b>\$587,500</b>	<b>\$48,958</b>	<b>\$20.81</b>	<b>13.57%</b>
<u>Hard Costs</u>				
Earth Work	\$75,000	\$6,250	\$2.66	2.17%
Site Utilities	\$60,000	\$5,000	\$2.12	1.73%
Roads & Walks	\$60,000	\$5,000	\$2.12	1.73%
Site Improvements	\$20,000	\$1,667	\$0.71	0.58%
Lawns & Planting & Play Equipment	\$30,000	\$2,500	\$1.06	0.87%
Demolition (existing house)	\$10,000	\$833	\$0.35	0.29%
Unusual Site Conditions	\$50,000	\$4,167	\$1.77	1.44%
<b>(b) Total Site Work</b>	<b>\$305,000</b>	<b>\$25,417</b>	<b>\$10.80</b>	<b>7.04%</b>
Concrete	\$90,000	\$7,500	\$3.19	2.08%
Masonry	\$48,000	\$4,000	\$1.70	1.11%
Metals	\$21,000	\$1,750	\$0.74	0.49%
Carpentry	\$1,272,000	\$106,000	\$45.05	29.38%
Roofing & Insulation	\$96,000	\$8,000	\$3.40	2.22%
Doors & Windows	\$96,000	\$8,000	\$3.40	2.22%
Interior Finishes	\$240,000	\$20,000	\$8.50	5.54%
Cabinets & Appliances	\$150,000	\$12,500	\$5.31	3.46%
Plumbing and HVAC	\$210,000	\$17,500	\$7.44	4.85%
Electrical	\$114,000	\$9,500	\$4.04	2.63%
<b>(c) Total Building Construction</b>	<b>\$2,337,000</b>	<b>\$194,750</b>	<b>\$82.76</b>	<b>53.98%</b>
<b>(d) General Conditions and GC OH</b>	<b>\$150,000</b>	<b>\$12,500</b>	<b>\$5.31</b>	<b>3.46%</b>
<b>(e) Subtotal Hard Costs (a+b+c+d)</b>	<b>\$3,379,500</b>	<b>\$281,625</b>	<b>\$119.68</b>	<b>78.06%</b>
<b>(f) Contingency @ 3%</b>	<b>\$83,760</b>	<b>\$6,980</b>	<b>\$2.97</b>	<b>1.93%</b>
<b>(g) Total Hard Costs (e + f)</b>	<b>\$3,463,260</b>	<b>\$288,605</b>	<b>\$122.65</b>	<b>79.99%</b>

	<i>Total Costs</i>	<i>Per Home (12 Homes)</i>	<i>Per Square Foot</i>	<i>% of Total</i>
<b>Soft Costs:</b>				
Permits	\$42,000	\$3,500	\$1.49	0.97%
Sewer Betterment Fee (Market units only)	\$110,804	\$9,234	\$3.92	2.56%
Architectural (includes condo doc drawings)	\$28,800	\$2,400	\$1.02	0.67%
Engineering	\$66,000	\$5,500	\$2.34	1.52%
Legal (includes home closings)	\$48,000	\$4,000	\$1.70	1.11%
Title Insurance, Recording, Deed Excise Tax Fees	\$32,525	\$2,710	\$1.15	0.75%
Real Estate Taxes (during construction)	\$10,000	\$833	\$0.35	0.23%
Insurance (during construction)	\$25,200	\$2,100	\$0.89	0.58%
Security (during construction)	\$5,000	\$417	\$0.18	0.12%
Developer's Overhead	\$48,000	\$4,000	\$1.70	1.11%
GC Overhead (included in Hard Costs)	\$0	\$0	\$0.00	0.00%
Construction Manager (included in Hard Costs)	\$0	\$0	\$0.00	0.00%
40B Advisory Services	\$15,000	\$1,250	\$0.53	0.35%
Property Manager	\$5,000	\$417	\$0.18	0.12%
Construction Interest	\$102,000	\$8,500	\$3.61	2.36%
Financing/Application/Appraisal Fees	\$18,000	\$1,500	\$0.64	0.42%
Utilities (during construction)	\$12,000	\$1,000	\$0.42	0.28%
Maintenance (Unsold Homes)	\$12,000	\$1,000	\$0.42	0.28%
Accounting/Monitoring/Cost Certification	\$25,000	\$2,083	\$0.89	0.58%
Lottery	\$12,000	\$1,000	\$0.42	0.28%
Marketing (Market Homes@5%)	\$223,750	\$18,646	\$7.92	5.17%
<b>(h) Subtotal Soft Costs</b>	<b>\$841,079</b>	<b>\$70,090</b>	<b>\$29.79</b>	<b>19.43%</b>
<b>(i) Contingency</b>	<b>\$25,232</b>	<b>\$2,103</b>	<b>\$0.89</b>	<b>0.58%</b>
<b>(j) Total Soft Costs (h + i)</b>	<b>\$866,312</b>	<b>\$72,193</b>	<b>\$30.68</b>	<b>20.01%</b>
<b>(k) Total Development Costs (g + j)</b>	<b>\$4,329,572</b>	<b>\$360,798</b>	<b>\$153.32</b>	<b>100.00%</b>

## 2. Profit Analysis

### Sources:

Affordable projected sales	\$464,800
Market projected sales	\$4,475,000
Public grants	\$0
<b>(A) Total Sources</b>	<b>\$4,939,800</b>

### Uses:

Construction Contract Amount	
<b>(B) Total Development Costs</b>	<b>\$4,329,572</b>

### Profit:

<b>(C) Total Profit (A-B)</b>	<b>\$610,228</b>
<b>(D) Percentage Profit (C/B)</b>	<b>14.09%</b>

## 3. Cost Analysis

Total Living Space Building Sq Ft	28,238	(Garage not included)
Residential Construction Cost per Building Square Foot	\$101.84	(Lines b,c,d and f)
Total Hard Costs per Square Foot	\$122.65	(Line g)(Includes Site Acquisition and Contingency)
Total Development Costs per Square Foot:	\$153.32	(Line k)
Sales per Square Foot:	\$175	(Average)
	\$70	(Affordable Only)
	\$207	(Market Only)

PROJECT DESCRIPTION				
Total Homes	<u>12</u>	%		
Affordable Homes	3	25%		
Market Homes	9	75%		
Approximate Total Living Space Square Footage (Living space only. Does not include garage.)	28,238			
3-Bedroom Living Space Square Footage (Average)	2489			
2-Bedroom Living Space Square Footage (Average)	1672			
Garage Spaces/Home	1			
Approximate Total Living Space Square Feet	28,238			
Sales Revenue	<i>Homes</i>	<i>Average Price</i>	<i>Price/SF</i>	<i>Revenue</i>
Market				
3-Bedroom Townhouse	8	\$513,125	\$206	\$4,105,000
2-Bedroom Townhouse	<u>1</u>	<u>\$370,000</u>	<u>\$221</u>	<u>\$370,000</u>
	9			\$4,475,000
Affordable				
3-Bedroom Townhouse Home	2	\$159,900	\$96	\$319,800
2-Bedroom Townhouse	<u>1</u>	<u>\$145,000</u>	<u>\$87</u>	<u>\$145,000</u>
	3			\$464,800
<b>Total Homes</b>	12		<b>TOTAL</b>	\$4,939,800

## The Development Team ~ Contact Information and Experience

### 1. Developer

Name The Westchester, LLC.  
Address 411 Massachusetts Avenue, Acton, MA 01720  
Phone 978.263.0428 Fax 978.263.0447  
Email kingst435@msn.com Tax ID #pending

### 2. Contractor/Builder

Name The Westchester Company, Inc..  
Address 411 Massachusetts Avenue Suite 304, Acton , MA 01720  
Phone 978.263-0428 Fax 978.263.0447  
Email kingst435@msn.com Tax ID #04-3536719

### 3. Architect/Engineer

☐ LEED certified?

Name Integrity Design  
Address 498 Great Road, Acton, MA 01720  
Phone 978.264.0657 Fax 978.266.9463  
Email integritybuilding.com Tax ID #04-3178764

### 4. Attorney

Name Steve Graham  
Address 289 Great Road Acton, MA 01720  
Phone 978.264.0480 Fax 978.2644990  
Email sgraham@graham-harsip.com Tax ID #04-3077663

### 5. Marketing Agent *(if more than one, attach a separate sheet)*

Name Wendy Sweet  
Address 455 Central Street, Acton, MA 01720  
Phone 978.771.0959 Fax 978.2669736  
Email chowder455@comcast.net Tax ID #059408109

### 6. Consultant

Name Edward H. Marchant  
Address 9 Rawson Road, Brookline, MA 02445  
Phone 617.739.2543 Fax 617.739.9234  
Email emarchant@msn.com Tax ID #04-3057139

### 7. Team Experience -- The Developer and Contractor

*Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past three years. Include projects currently in construction. Provide owner references for each project, including a current phone number.*

## Marketing and Lottery Plans

### 1. Marketing Plan

*Please provide on a separate sheet a marketing plan in accordance with the LIP Guidelines. The marketing plan should be designed to reach all segments of the eligible population within the HUD region (see Appendix B of the Guidelines), should be specific to the project, and should contain sufficient information on: project size, unit mix, number and type (number of bedrooms) of affordable units, sales price or rent level, selection process for affordable units (e.g., lottery to be held), maximum qualifying income for the affordable units, local preference percentage and criteria (if any), and sales agent information, including telephone number. Describe the proposed time frame for marketing activities.*

*The marketing plan also needs to include a narrative on outreach to minority populations in the HUD region (Appendix C of Guidelines), including but not limited to: use of newspapers, notice to social service, religious, and/or civic organizations, employers or employer organizations, organizations offering homebuyer education programs, and public meetings.*

### 2. Proposed Lottery Process for Affordable Units

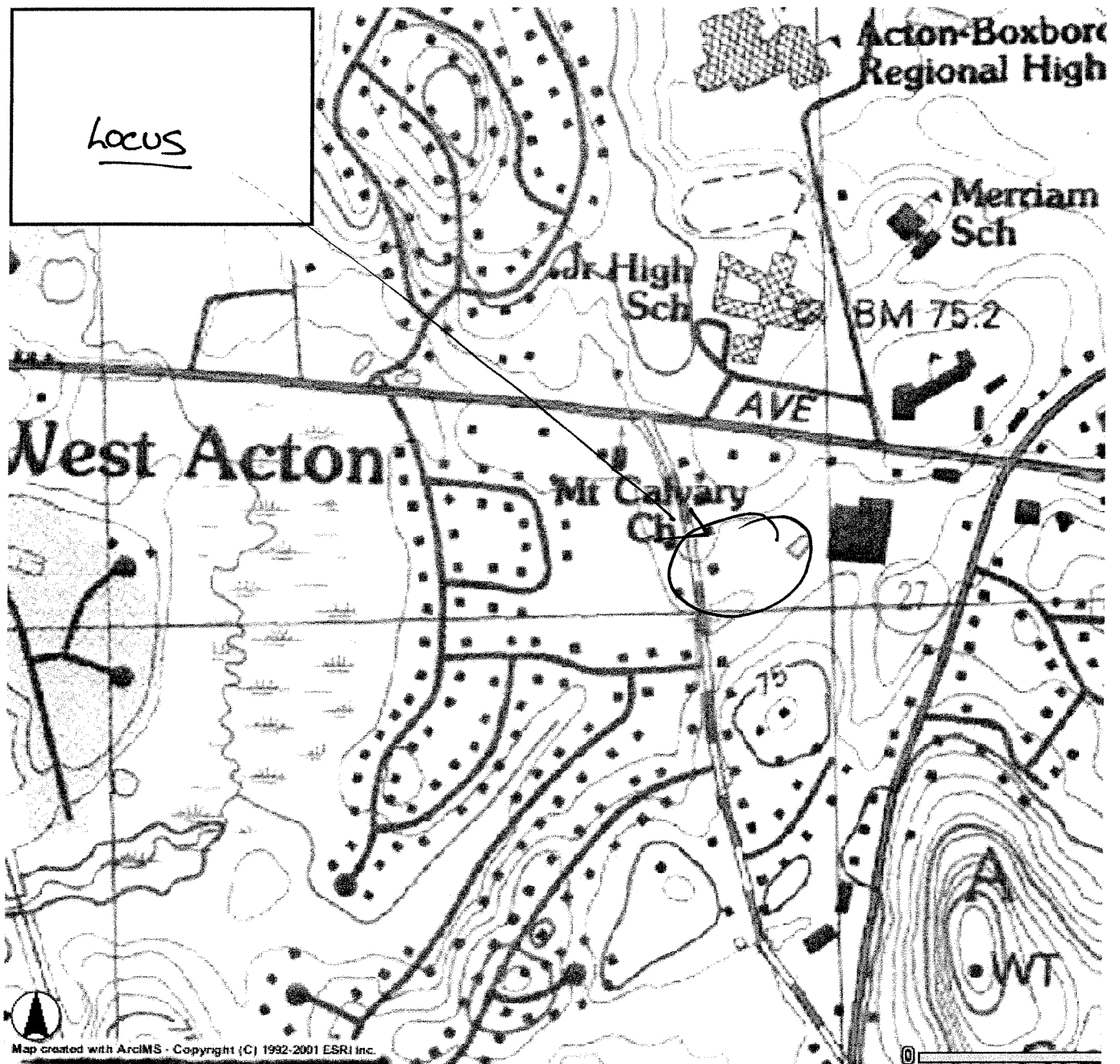
*A lottery process is most often used to achieve fair and open access to the project's affordable units. On a separate sheet, provide a description of the lottery process for this project that includes information on:*

- o income eligibility*
- o the application process*
- o where, when, and how to obtain an application*
- o plans for public meetings to be held to explain the lottery process*
- o preference categories including the number of units in each category*
- o who will oversee the lottery process*

*Refer to page 18 of the LIP Guidelines to prepare the description.*

### Checklist of Attachments

- ☐ Letter of support signed by Chief Elected Official of municipality
- ☐ Letter of support from local housing partnership (if applicable)
- ☐ Signed letter of interest from a construction lender (see Instructions)
- ☒ Map of community showing location of site (see Instructions)
- ☐ Directions to site from I93 or I90 in Boston or from nearest train station if appropriate (please do not use MapQuest or MapBlast)
- ☐ Check payable to DHCD
- ☒ Rationale for calculation of affordable purchase prices or rents (see Instructions)
- ☒ Copy of site control documentation (deed or Purchase & Sale or option agreement)
- ☐ Last arms length transaction or current appraisal under by-right zoning
- ☐ 21E summary (if applicable)
- ☒ Photograph of existing building(s) and/or site
- ☒ Site Plan showing location of affordable units
- ☒ Sample floor plans and/or sample elevations
- ☐ Marketing plan including plan for outreach to minorities
- ☐ Lottery plan



**BLANCHARD PLACE ACTON,MA**

**METHODOLOGY USED TO ESTIMATE SALES PRICE FOR "AFFORDABLE" HOMES**

**2BR CONDOMINIUM UNIT (3 PERSON HH)**

**ALL ASSUMPTIONS TO BE UPDATED AND CONFIRMED PRIOR TO LOTTERY ADVERTISING**

**ASSUMPTIONS**

1. 70% of MFI for 3 Person HH for BOSTON, MA-NH PMSA (Massachusetts NEF Ch. 40B Standard)	2/11/2005	\$52,080
2. % of Household Income Available for Principal & Interest, Mortgage Insurance, Property Taxes, Property Insurance, and Condominium Fees		30%
3. Assumed Maximum Monthly Cost for Housing Costs Listed Above		\$1,302
4. Principal & Interest Annual Constant	Term of Loan Interest Rate Annual Constant	30 6.25% 7.3886%
5. ACTON Tax Rate per \$1,000 of Sales Price	FY 2005	\$13.81
6. Estimated Annual Property Insurance Cost (Included in Condo Fee)		\$0
7. Estimated Monthly Condo Fee for Affordable Unit		\$105
8. Down Payment		5%
9. Estimated Private Mortgage Insurance Premium		
Down      PMI		
<u>Payment</u> <u>Premium</u>		
5%      0.0078		

<b>ESTIMATED SALES PRICE FOR "AFFORDABLE" UNIT</b>	<b>\$157,135</b>
--	------------------

Down Payment	\$7,857
Mortgage Loan	\$149,278
Estimated Monthly Loan Payment	\$919
Estimated Private Mortgage Insurance Monthly Payment	\$97
Estimated Annual Property Tax	\$2,170
Estimated Annual Property Insurance Cost (Included in Condo Fee)	\$0
Estimated Monthly Condo Fee for Affordable Unit	\$105
Total Annual Housing Cost	\$15,624
Total Monthly Housing Cost	\$1,302
Total Income Required to Afford Housing	\$52,080
% of Income Required (Can not exceed 100%)	100.00%

7/14/2005

**BLANCHARD PLACE ACTON,MA**

**METHODOLOGY USED TO ESTIMATE SALES PRICE FOR "AFFORDABLE" HOMES**

**3BR CONDOMINIUM UNIT (4 PERSON HH)**

**ALL ASSUMPTIONS TO BE UPDATED AND CONFIRMED PRIOR TO LOTTERY ADVERTISING**

**ASSUMPTIONS**

1. 70% of MFI for 4 Person HH for BOSTON, MA-NH PMSA (Massachusetts NEF Ch. 40B Standard)	2/11/2005	\$57,890
2. % of Household Income Available for Principal & Interest, Mortgage Insurance, Property Taxes, Property Insurance, and Condominium Fees		30%
3. Assumed Maximum Monthly Cost for Housing Costs Listed Above		\$1,447
4. Principal & Interest Annual Constant	Term of Loan Interest Rate Annual Constant	30 6.25% 7.3886%
5. ACTON Tax Rate per \$1,000 of Sales Price	FY 2005	\$13.81
6. Estimated Annual Property Insurance Cost (Included in Condo Fee)		\$0
7. Estimated Monthly Condo Fee for Affordable Unit		\$125
8. Down Payment		5%
9. Estimated Private Mortgage Insurance Premium		
Down PMI		
<u>Payment</u> <u>Premium</u>		
5% 0.0078		

**ESTIMATED SALES PRICE FOR "AFFORDABLE" UNIT \$173,577**

Down Payment \$8,679

Mortgage Loan \$164,898

Estimated Monthly Loan Payment \$1,015

Estimated Private Mortgage Insurance Monthly Payment \$107

Estimated Annual Property Tax \$2,397

Estimated Annual Property Insurance Cost (Included in Condo Fee) \$0

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Estimated Monthly Condo Fee for Affordable Unit \$125

Total Annual Housing Cost \$17,367

Total Monthly Housing Cost \$1,447

Total Income Required to Afford Housing \$57,890

% of Income Required 100.00%  
(Can not exceed 100%)

7/14/2005

### SETTLEMENT AGREEMENT

WHEREAS, Westchester Company, Inc. (hereinafter "Westchester") has an option to purchase realty of Charles W. Spencer, Jr. and Mary E. Spencer (hereinafter "Spencer") both of Acton, Massachusetts, said realty being located at 139 Prospect Street, Acton, Middlesex County, Massachusetts and consisting of a residential dwelling and approximately 2.915 acres of land and more particularly described in a Deed recorded with Middlesex South District Registry of Deeds in Book 14217, Page 332 (hereinafter "the land"), said option and supporting documents are dated December 28, 2001 (hereinafter "option"); and

WHEREAS, differences have arisen between the parties regarding interpretation of the option and the performance thereunder; and

WHEREAS, an action is pending in Middlesex Superior Court, Docket No. 03-1260 to litigate the respective rights and obligations of said option; and

WHEREAS, the Parties are desirous of resolving their differences without further court litigation;

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the Parties agree that the option and supplement are amended as follows:

1. Westchester shall continue to have rights under the option for such reasonable period of time as is required to diligently pursue all state and local approvals for construction of a multi-unit housing development on the land;

2. Westchester agrees to diligently pursue such approvals adhering to the following time line which shall be extended only for acts of God or other intervention by third parties, not the fault of Westchester;

B. x Application to State for site approval within thirty (30) days of the ~~date of~~ *Town*  
~~this Agreement.~~ *Approval.*

A. b Application to the town for LIP approval within thirty (30) days from  
~~obtaining State site approval;~~ *this Agreement.*

c. Application to State for 40B approval within thirty (30) days of obtaining  
LIP approval from town;

d. Diligent prosecution of all engineering and modification changes required  
by the Town in the process of approving an LIP for the land.

3. Within 45 days after receipt of all approvals for an LIP and all applicable  
appeals periods expiring, Westchester shall take title to the property by good and  
sufficient quitclaim deed, free of all liens and encumbrances.

4. Upon execution of this Agreement, Spencer will cause title to be transferred to  
a nominee Trust to insure that death or disability will not delay or postpone the transfer of  
land when approved.

5. At closing, Westchester will pay \$530,000.00 for the land and \$7,500.00 in  
legal fees for Spencer as the purchase price for the land.

6. In the event Westchester is denied LIP approval, Westchester shall have the  
option of taking title to the land or terminating the option and upon such termination  
there shall be no further recourse between the parties.

*execution of this Agreement as*  
7. Upon the ~~transfer of the title~~, the Parties shall execute a Stipulation of

Dismissal with Prejudice, releasing the Lis Pendens and a Dissolution of any  
attachments;

8. Until such date of the closing, each party shall be responsible for their own costs and expenses.

9. Spencer authorizes Westchester to file any and all applications in Spencer's name or on their behalf.

10. From and after the date of execution hereof, Westchester may market, list and make reservations for the sale of the property;

11. Westchester may enter upon the land to perform all testing, engineering and site inspections and assessment as may be necessary to the approval process, Westchester's lender or a prospective purchaser.

12. Westchester will carry general contractor's liability insurance and builder's all-risk insurance, for Westchester and for all subcontractors performing work on the land, such policies to name Spencer as additional insured.

13. Westchester agrees to indemnify and save harmless Spencer from all liability and damage for any and all accidents, injuries or losses to persons or property as a result of any actions of Westchester its agents, servants or employees while in or upon the property under this Agreement.

14. Westchester agrees that all disturbed areas will be restored to their condition prior to disturbance to the extent reasonable.

15. Simultaneously upon the execution of this Agreement, Spencer shall execute and deliver to Westchester's attorney a discharge of the mortgage given by Westchester to Spencer dated December 28, 2001 in the amount of \$50,000.00 and recorded in the Middlesex South Registry of Deeds at Book 34653, Page 346.

16. Simultaneously upon the execution of this Agreement, Westchester shall deposit with their attorney Sherrill R. Gould, Esq. the amount of \$25,000.00. From this \$25,000.00, Attorney Gould shall pay to Spencer the amount of \$5,000.00 per month to be used to assist in the care of Mr. and Mrs. Spencer. The first payment of \$5,000.00 shall be made simultaneously upon the execution of this Agreement and a payment of \$5,000.00 shall then be made to the Spencers on the first of each month until the closing.

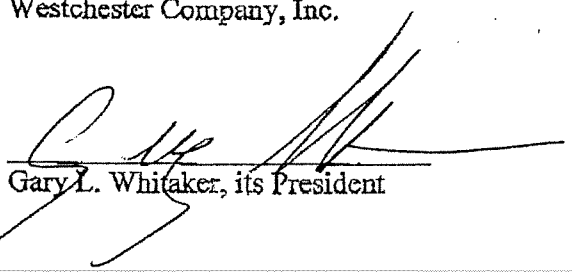
17. The parties agree that the \$25,000.00 being deposited with Attorney Sherrill Gould shall come from the agreed upon sales price as set forth in Paragraph 5 of this Agreement, with the monthly payments in the amount of \$5,000.00 being deducted from the total.

18. In the event that this Agreement is terminated by Westchester as a result of its inability to obtain the necessary approvals, Spencer agrees that all money received shall be refundable and paid back to Westchester within sixty (60) days of notice of termination of this Agreement.

Executed as a sealed instrument this 21<sup>st</sup> day of March, 2005.

Westchester Company, Inc.

*Charles W. Spencer, Jr. by Anne F. Newey*  
Charles W. Spencer, Jr. by his POA  
ANNE NEWBY

  
Gary L. Whitaker, its President

*Mary E. Spencer by Anne F. Newey*  
Mary E. Spencer by her POA  
ANNE NEWBY

option 12/28/01

**OPTION TO PURCHASE REALTY**

We, Charles W. Spencer, Jr., and Mary E. Spencer both of 139 Prospect Street, Acton, Middlesex County, Massachusetts, (hereinafter "Spencers" or "Spencer")

for One Hundred (\$100.00) Dollars, grant to: Westchester Company, Inc. with the principal office of the corporation being in Massachusetts at 807 Massachusetts Avenue, Boxborough, Middlesex County, Massachusetts 01719,

AN OPTION TO PURCHASE all our right title and interest in a certain parcel of land, with the buildings there on, located at 139 Prospect Street, Acton, Middlesex County, Massachusetts, further described as follows:

The locus is the property located at 139 Prospect Street, Acton, Middlesex County, Massachusetts, more fully shown as Lot 1, (2.915 acres) on a plan of land recorded as plan 164 of 1981. Title reference is to a deed recorded in Middlesex South Registry of Deeds, Book 14217 Page 332, from which land some land has been deeded out, leaving the land described in the mentioned plan.

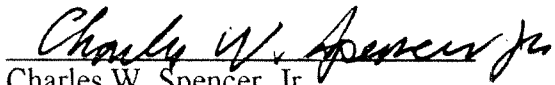
This option allows Westchester Company, Inc. to purchase and requires Spencers to convey the described realty, for Five Hundred Thousand (\$500,000.00) Dollars, and other consideration. This option must be exercised on or before the second anniversary of this option, and this option expires if no deed is recorded on or before the second Monday after the date this option expires.

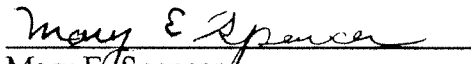
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This option is exclusively the right of Westchester Company, Inc., and is not subject to any existing contract rights of other party(ies), nor conveyable, nor attachable nor assignable. In the event of insolvency and/or any bankruptcy proceeding in respect to Westchester, the agreement ceases. Nor do any of the

owners of, or claimants against, Westchester Company, Inc. have a right to make an assignment or transfer either by an inter vivos transaction, or by testamentary or intestate rights to any party, which in any way affects the rights of Spencer in this option.

Witness our hands and seals this 28<sup>th</sup> day of December, 2001.

  
Charles W. Spencer, Jr.

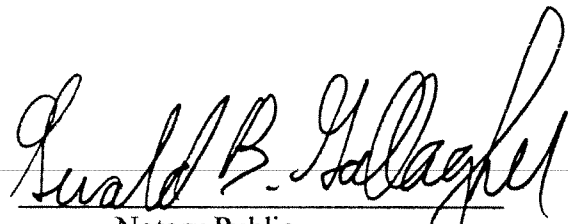
  
Mary E. Spencer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

December 28, 2001

Then personally appeared the above named Charles W. Spencer, Jr. and Mary E. Spencer and acknowledged the foregoing instrument to be their free act and deed, before me this 28<sup>th</sup> day of December, 2001.

  
Notary Public  
My commission expires:

**MASSACHUSETTS REAL ESTATE MORTGAGE**

Westchester Corporation, Inc. of 807 Massachusetts Avenue, Boxborough, Middlesex County, Massachusetts, for consideration paid, grants to Charles W. Spencer, Jr. and Mary E. Spencer, both of 139 Prospect Street, Acton, Middlesex County, Massachusetts with mortgage covenants to secure the payment of Fifty Thousand (\$50,000.00) Dollars as provided in an indemnity agreement of even date, the land in Littleton, Middlesex County, Massachusetts, with the buildings thereon, bounded and further described as follows:

The land and buildings located at 9 Westchester Drive, and also known as:

Lots No.: 150-151-152 and 153- as designated and shown on a plan entitled "Map A of Long Lake, Town of Littleton, Middlesex County, Massachusetts," duly recorded with Middlesex South District Deeds, on October 14<sup>th</sup>, 1925, in Book of Plans #362, Plan #26.

The premises are hereby conveyed subject to and with the benefit of the rights and privileges to maintain poles and wires for electric lights and telephones and water mains in the streets and ways, as shown on said plan, to be used in common by the owners of lots on said plan, and their heirs and assigns.

This mortgage is upon the statutory condition, for any breach of which mortgagees shall have the statutory power of sale.

This mortgage may be assigned by the mortgagees to a trust that is expected to be formed.

I hereby certify that I am duly authorized to sign for Westchester Corporation, Inc.

WITNESS my hand and seal this 28<sup>th</sup> day of December, 2001.

  
Westchester Company, Inc.

By: Gary Whitaker

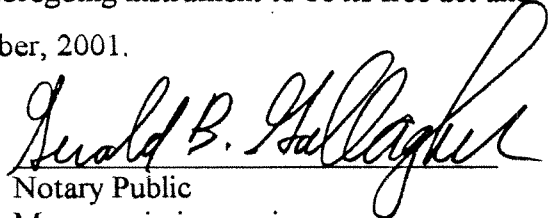
President, Treasurer, & Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

December \_\_\_\_\_, 2001

Then personally appeared the above Gary Whitaker, President, Treasurer, & Clerk of Westchester Company, Inc. and acknowledged the foregoing instrument to be its free act and deed, before me this 28<sup>th</sup> day of December, 2001.

  
Notary Public  
My commission expires:

## SUPPLEMENT TO OPTION TO PURCHASE REALTY

THE OPTION, Westchester – Spencer, of December 28, 2001, may be exercised by Westchester by a writing, sent by certified mail, postmarked on or before December 28, 2003 directed to and addressed to Charles W. Spencer, Jr. and Mary E. Spencer (hereinafter “Spencers”/ “Spencer”), or the Trustees to be subsequently appointed. Said conveyance shall be made at the Cambridge Registry of Deeds at the time set out in the certified mailing, which time shall be normal business hours no earlier than fourteen (14) business days after the date of mailing, by a Quitclaim Deed from Charles W. Spencer, Jr. and Mary E. Spencer or from the Trustees to Westchester Company, Inc. 807 Massachusetts Avenue, Boxborough, Middlesex County, Massachusetts 01719, with full covenants, dower and courtesy releases, if necessary, and a clear title free from all encumbrances.

Spencers shall establish a realty trust and a power of attorney in some person to assure Westchester Company, Inc. that there will be competent person(s) available in the Acton area empowered to convey the realty to Westchester Company, Inc. in reasonable time from Westchester’s exercise of the option.

The said Trust, shall be empowered to convey and receive property. This agreement, as set forth between the parties Westchester and Spencers, provides for the following:

1. An arrangement for Westchester Company, Inc., identified above, to be allowed to explore the potential of developing all or part of the land at 139 Prospect Street, Acton (known as “Lot 1”) owned as of May 1, 2001, by Mr. Charles W. Spencer, Jr. and Mary E. Spencer, husband and wife (hereinafter referred to as Mr. & Mrs. Charles Spencer, Jr.), and that Westchester Company, Inc. have the right to claim from the Spencers a part of the realty (to be further described below and hereinafter called “Back Land”) at its discretion within two years of the date of this instrument.
2. A mortgage whereby Westchester Company, Inc. is obliged to pay Five Hundred Thousand (\$500,000.00) Dollars for the property.
3. At the closing Westchester shall pay \$175,000.00 cash (or bank draft) and shall receive a release (Partial release) of so much of the mortgage covers the “Back Land”; the children of Mr. & Mrs. Charles Spencer, Jr., shall purchase the “Front Land” from Westchester for Three Hundred Twenty Five Thousand (\$325,000.00) Dollars, by taking it subject to the mortgage mentioned above. Such conveyance to Spencer children shall relieve any obligation on the part of Westchester in respect to the mortgage.

## POTENTIAL DIVISION

### Parcel 1 Front Land

That portion of the realty, consisting of not less than one acre that leaves the existing home (residence and other buildings) in conformity with the building and zoning laws, and with all such laws and restrictions as to permit the house and land fronting on Prospect Street, to be used as a residence, and to have full value as a residence.

### Parcel 2 Back Land

Consists of that portion of the realty known as "Lot 1" as described above and in the attached description of property, excluding all land (and existing residence and other buildings) described above as "Front Land".

## WESTCHESTER COMPANY, INC.'S RIGHTS AND OBLIGATIONS DURING THE TWO YEAR PERIOD FOR EXPLORING THE POTENTIAL OF DEVELOPMENT

### WESTCHESTER COMPANY, INC.'S RIGHTS

#### Access to "Back Land"

During the exploratory phase of the project, while conducting soil and other tests, Westchester Company, Inc. may move such trucks and other such equipment along a fifteen (15) foot wide strip on the south side of the property closely adjacent to the land shown as lot 2 on the above mentioned recorded plan. The access strip is estimated to be about two hundred (200) feet in length.

During construction phase, Westchester Company, Inc. may utilize the same fifteen (15) foot strip, but shall be required to erect a fence such as to shelter the Spencer residence from construction noise, dust and shall also be required to provide that the vehicles move at such speeds as not to cause disturbing vibrations to the Spencer residence.

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#### Right to Petition For Building Permits, Special Permits, Variances, And All Other Legally And Usually Prosecuted Petitions (However Described) Petitions For the Use of Land

Westchester Company, Inc. may apply for zoning variances, special permits, or whatever may be necessary to keep the existing house, buildings, and land in conformity with the requirements of law. Westchester Company, Inc. shall provide all engineering and recordable plans as may be required to permit a subdivision of the land, and to permit the legal separation and conveyance of the existing house and land required for the house. Such obligation on the part of

Westchester Company, Inc. shall be liberally construed to assure to the Spencers interest full scope to their right in the above mentioned residence located at 139 Prospect Street, Acton, ("Front Land") now occupied by Mr. & Mrs. Charles Spencer, Jr.

Westchester Company, Inc. may also petition, as above set out for the "Front Land", for similar permits, variances, etc. for the "Back Land".

The Trustees and Spencers shall give reasonable assistance to Westchester Company, Inc. in any such endeavor and for such petitions, applications, etc., as Westchester Company, Inc. may reasonably request for Westchester Company, Inc. to develop the land.

#### Right to Conduct Soil Tests

Westchester Company, Inc. may conduct such soil tests as may be required to determine the suitability of the land for construction. It shall be required to repair any damages done to the land at the end of the tests.

#### Westchester Company, Inc.'s Obligation To Keep Spencers Informed

Before or simultaneously with any such filing for permits and conducting soil tests as described in the three paragraphs set out above, the trustees are to be informed. The results of any proceeding, tests, engineering study, plans for construction shall be furnished to the Trustees.

#### Westchester Company, Inc.'s Right To Take Title To The Back Land

Westchester Company, Inc. may at any time in the two years be permitted under the terms of this Trust take full title to the "Back Land" by paying in cash One Hundred Seventy Five Thousand (\$175,000.00) Dollars. The Trustees shall give a deed and / or a partial discharge of the mortgage from Westchester Company, Inc. or its designees as Westchester Company, Inc. may reasonably require. From and after the time that Westchester Company, Inc. takes title to the Back Land, the limitation of the rights of Westchester Company, Inc. in respect to the Back Land is terminated and it may mortgage and convey the property as it sees fit unencumbered by the provisions of this option. The Spencers and/or trustees shall provide such recordable papers to free the land from the restrictions of this option.

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#### Westchester Company, Inc.'s Right to Limit Persons With Whom It Deals

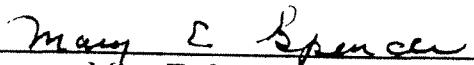
In the transaction involving the conveyance of realty from Spencers, Charles W. Spencer, Jr. and / or Mary E. Spencer, and potentially their children, Anne Spencer Newey, Charles W. Spencer, and James Henry Spencer, the rights of the Spencers shall not be convey, alienated, attached, by any transaction, intervivos or postmortem, which in any way effects the rights of Westchester, and any successor(s) in title takes subject to and with full rights of the agreements of the day of this paper.

The Spencers shall make arrangements whereby there will be an entity capable of executing this agreement, whether by way of a trust, power of attorney, or whatsoever so that Westchester is assured of a speedy execution of this agreement.

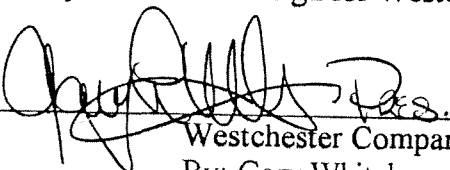
It is represented to Spencers that Westchester is owned and controlled by Stephen Marsh, and that he will continue in control of the corporation until the transaction Spencer – Westchester, is finalized. Marsh is fully authorized to deal as the representative of Westchester and that authority shall not be revoked before this agreement is fully consummated.

IN WITNESS WHEREOF, the said parties, Charles W. Spencer, Jr., Mary E. Spencer and Westchester Company, Inc., set their hands this 28<sup>th</sup> day of December in the year two thousand and one.

  
Charles W. Spencer, Jr.

  
Mary E. Spencer

I hereby certify that I am duly authorized to sign for Westchester Corporation, Inc.

  
Westchester Company, Inc.  
By: Gary Whitaker  
President, Treasurer, & Clerk

MINUTES OF THE SPECIAL JOINT MEETING OF THE STOCKHOLDERS  
AND THE BOARD OF DIRECTORS OF WESTCHESTER CORPORATION, INC.

A Special Joint Meeting of the Stockholders and the Board of Directors of WESTCHESTER CORPORATION, INC., was held at the offices of the corporation on the 28<sup>th</sup> day of December, 2001, at 5:00 P.M.o'clock.

All of the Stockholders and the Directors duly waived notice of the time, place and purpose of said meeting, as appears from the original waiver of notice on file with this record of the meeting. All of the holders of the issued and outstanding stock and all the Directors were present or represented.

The meeting was called to order by the President, Gary Whitaker.

Upon motion duly made and seconded, it was unanimously:

VOTED: To Authorize Gary Whitaker, President, Treasurer and Clerk, on behalf of the corporation to accept the "OPTION TO PURCHASE REALTY", and to execute the "SUPPLEMENT TO OPTION TO PURCHASE REALTY", INDEMNITY AGREEMENT AND MORTGAGE copies of which are attached hereto.


The consideration for the transaction does not constitute all or substantially all of the corporation's assets.

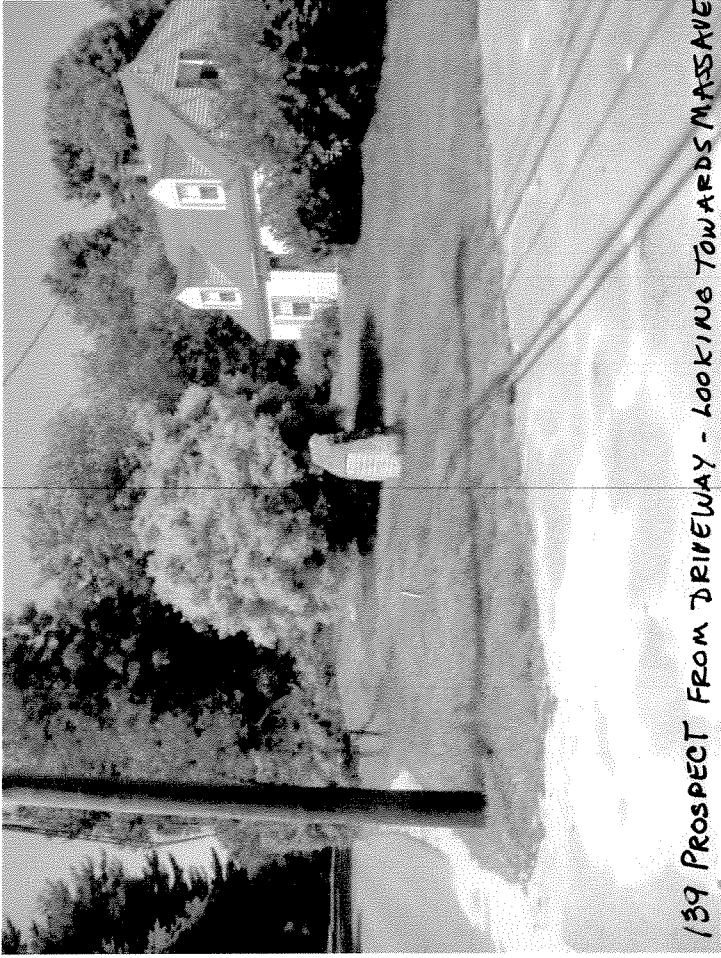
There being no further business to come before the meeting, upon motion duly made and seconded, it was unanimously

VOTED: To adjourn.

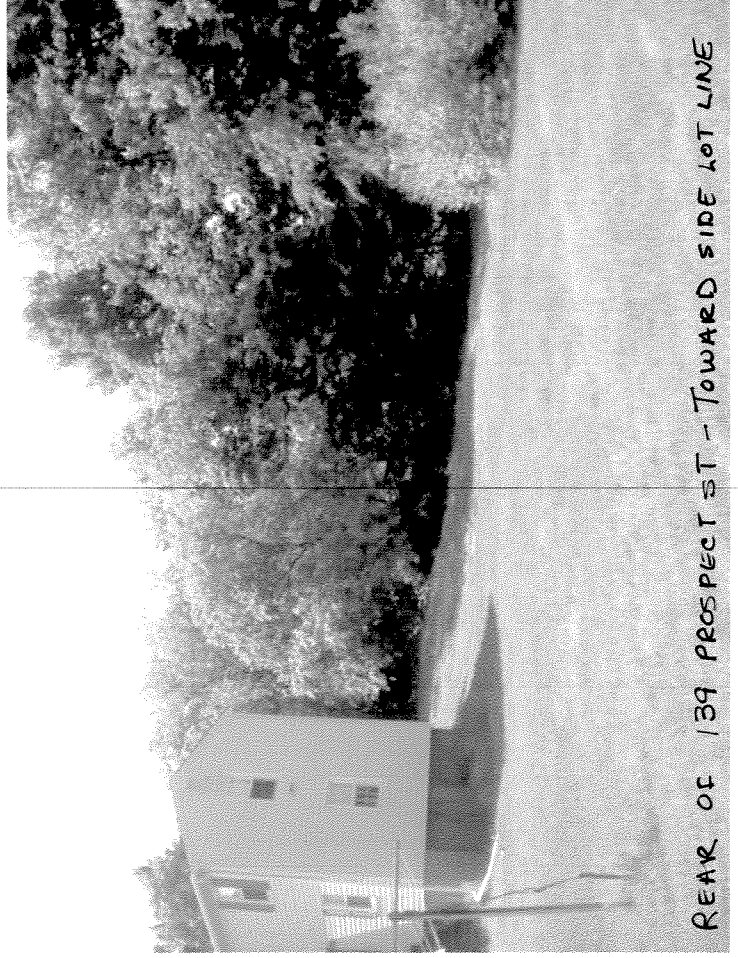
A true record.

ATTEST:

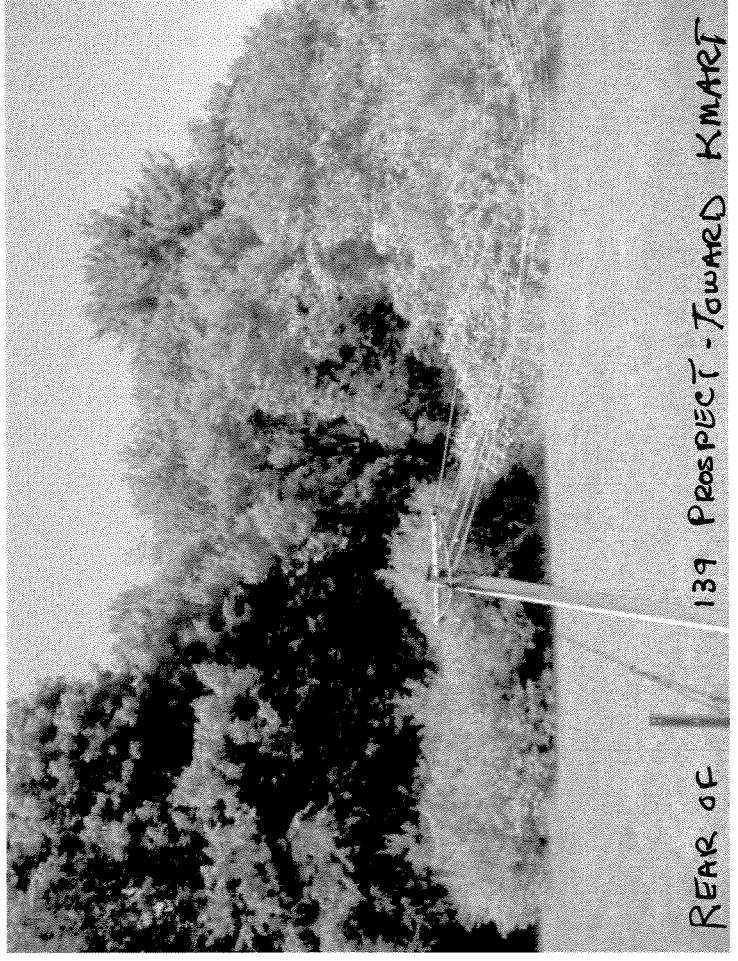
 Pres.  
\_\_\_\_\_  
Gary Whitaker, Clerk



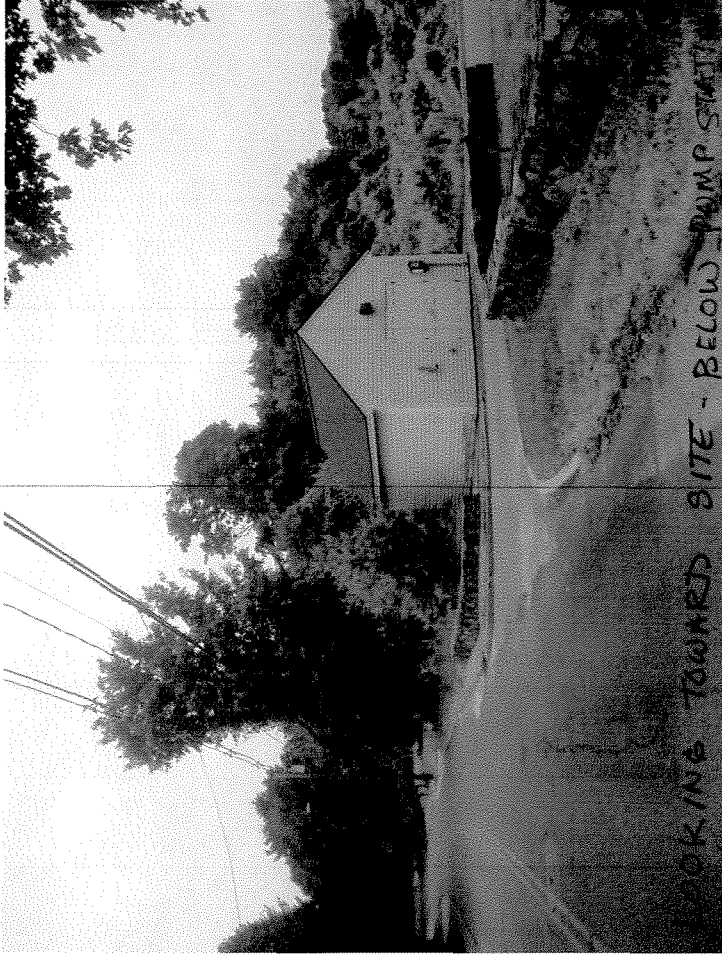
139 PROSPECT FROM DRIVEWAY - LOOKING TOWARDS MASSIVE



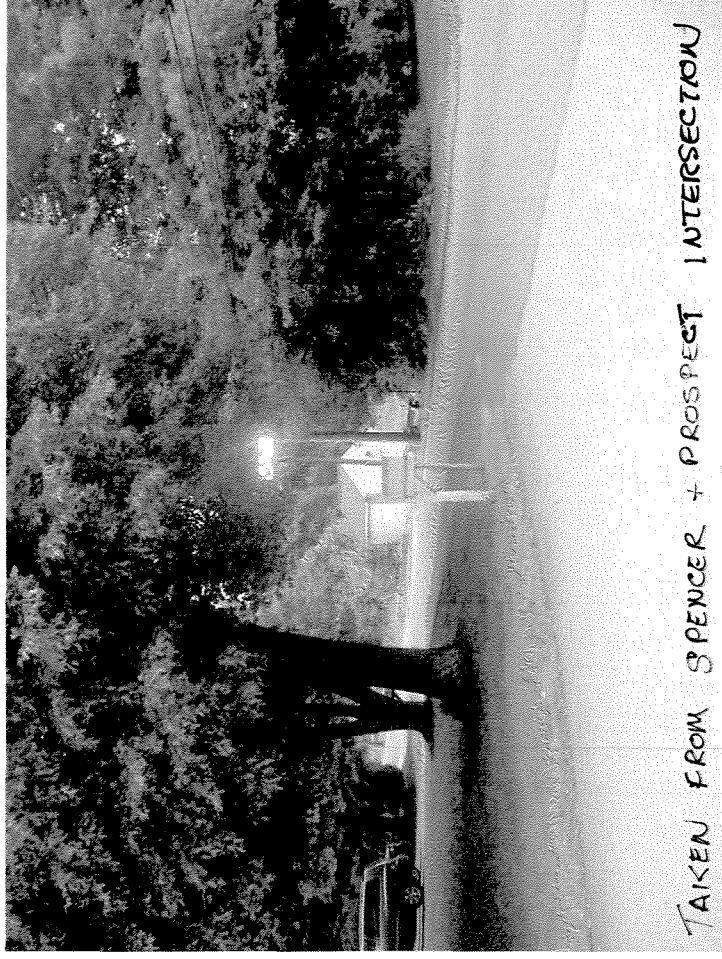
REAR OF 139 PROSPECT ST - TOWARD SIDE LOT LINE



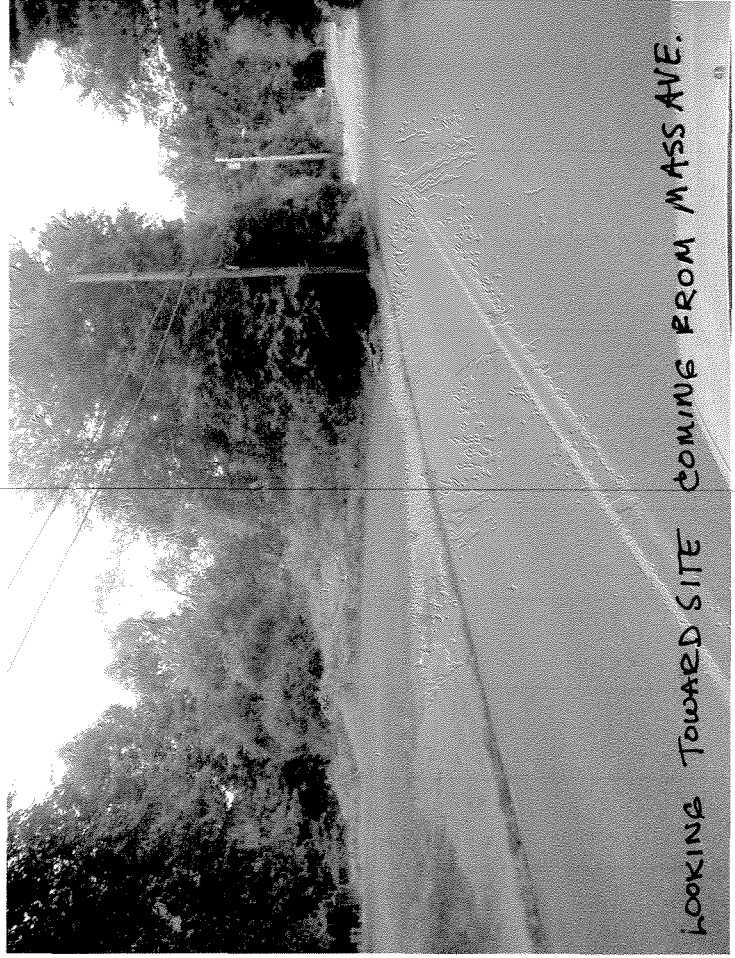
REAR OF 139 PROSPECT - TOWARD KMART



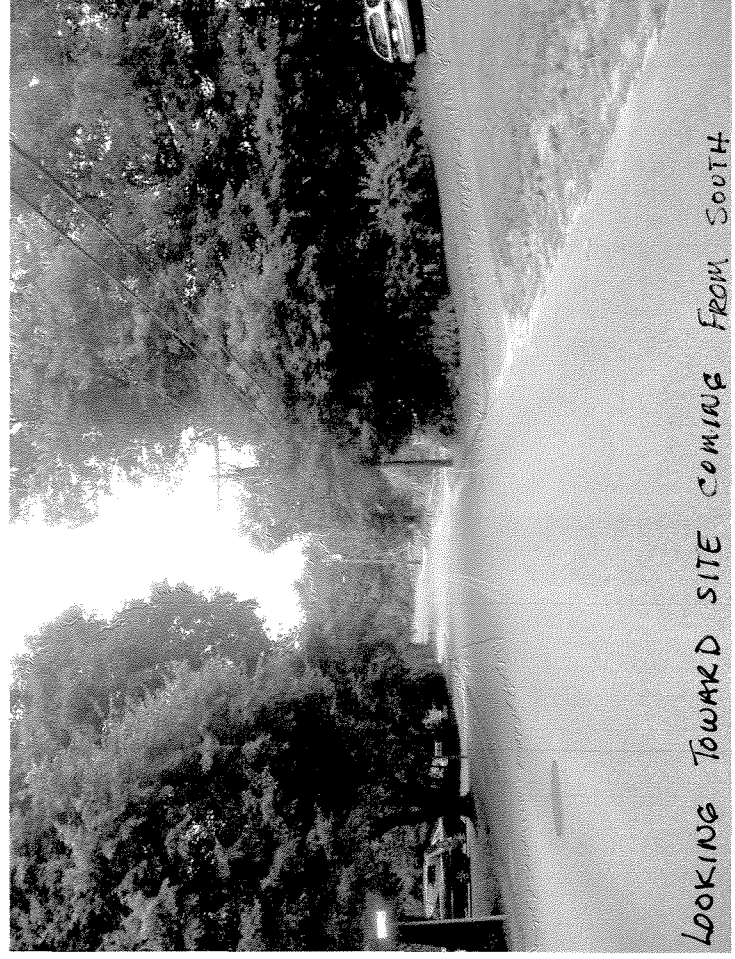
LOOKING TOWARD SITE - BELOW PUMP STATION



TAKEN FROM SPENCER + PROSPECT INTERSECTION



LOOKING TOWARD SITE COMING FROM MASS AVE.



LOOKING TOWARD SITE COMING FROM SOUTH